

# Exhibit 7

Certified Letter #2

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT entered into by and between Tina Lindsay ("Copyright Holder"), having offices at 44 Briarwood Ave., Keansburg, NJ 07734 and TAP Systems, Inc., ("Licensee"), a New Jersey Corporation having principal offices at 1088 Raritan Road, Clark, N J 07066 determines the rights and licenses granted to the Licensor, including the right to license Licensed Software (hereinafter defined) to End Users (hereinafter defined).

1. DEFINITIONS. As used in this License Agreement, the following definitions shall apply:

(a) "Licensed Product" shall mean collectively the Licensed Software and Licensed Documentation.

(b) "Licensed Software" shall mean the software identified on Schedule A, attached hereto and made a part hereof, in source and object code form, in the form and content existing as of the date of this Agreement and all updates, revisions and enhancements thereto supplied by the Owner during the term hereof.

(c) "Licensed Documentation" shall mean all documentation, other than the Licensed Software, related to the Licensed Software.

(d) "Licensed Site or Site License" shall mean a location identified by a single business address as set forth on the signatory page.

(e) "End User" shall mean the purchaser of a site license.

2. LICENSE.

(a) Copyright Holder hereby grants to the Licensee, and the Licensee hereby accepts, a personal and exclusive license to market, demonstrate and distribute, during the term hereof, the

Licensed Product to End Users for use only on the Licensed Site.

(b) Licensee shall distribute the Licensed Software to End Users subject to the terms and conditions of the Software License Agreement enclosed with the Licensed Product which governs its use by the End Users.

### 3. LICENSE FEES AND TAXES

(a) In consideration of the Copyright Holder granting the Licensee the rights and licenses set forth herein, the Licensee shall pay the Copyright Holder a fee of one (\$1) dollar.

(b) The Licensee shall purchase, and the Copyright Holder shall sell, copies of the Licensed Product.

(c) Licensee shall pay all personal property taxes, if any, and all taxes based on or in any way measured by this Agreement, the Licensed Products or any portion thereof, or any services related thereto, excluding taxes based on the net income of the Owner.

### 4. DUTIES OF LICENSEE.

(a) During the term hereof the Licensee shall use its best efforts to market, demonstrate, and distribute the Licensed product to owners and lessees of the Licensed Site.

(b) During the term of the Agreement and for a period of five years thereafter, Licensee shall maintain accurate records of all recipients of the Licensed Software and make such records available to the Copyright Holder for inspection and copying during normal business hours.

(c) Licensee shall promptly inform Copyright Holder of any unauthorized use by End Users or others of the Licensed Software or

any portion thereof and assist the Copyright Holder in the enforcement of any rights Owner may have against such End Users or others.

5. TERM OF AGREEMENT AND LICENSES.

(a) Unless otherwise terminated or canceled as provided herein, the term hereof and of the licenses granted to the Licensee hereunder shall be in perpetuity.

(b) The effective date of this Agreement shall be the date of Copyright Holders acceptance hereof.

6. PROTECTION OF LICENSED PRODUCT.

(a) The Licensed Software is the Copyright Holders exclusive property and constitutes a valuable trade secret of the Copyright Holder. Licensee agrees that the Licensed Product shall be distributed to End Users and the Licensed Product or any portion thereof may not be disclosed or made available to third parties, other than to End Users.

(b) Upon the expiration of this Agreement, Licensee shall immediately destroy all copies of the Licensed Product in its possession or control.

7. NEGATION OF WARRANTY. The Licensed Product is provided on an "AS IS" basis, and there are no warranties, express or implied, including, but not limited to, any warranty or merchantability or fitness for particular purpose. The Licensee and the End User shall be solely responsible for the selection, installation, use, efficiency, and suitability of the Licensed Product and Copyright Holder shall have no liability therefor.

8. NEGATION OF PROPRIETARY RIGHTS INDEMNITY. Copyright

Holder shall have no liability to Licensee and/or the End User for the infringement of proprietary rights by the Licensed Product or any portion thereof.

9. LIMITATION OF LIABILITY.

(a) In no event shall Copyright Holder be liable to Licensee or End Users for any damages resulting from or related to any failure of the Software Product, including, but not limited to, loss of data, or delay of Owner in the delivery of the Licensed Product or in the performance of this Agreement.

(b) In no event shall Copyright Holder be liable to Licensee or End User for any indirect, special, or consequential damages or loss profits, arising out of or related to this Agreement or the performance or breach thereof, even if Copyright Holder has been advised of the possibility thereof. Copyright Holders' Liability to Licensee and/or End User hereunder, if any, shall in no event exceed the total of the License fees paid hereunder by Licensee.

10. GENERAL.

(a) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. This Agreement may be amended only by an instrument executed by the authorized representatives of both parties.

(b) This Agreement and the rights and licenses granted hereunder may not be transferred or assigned by Licensee without the prior written consent of the Copyright Holder.

(c) If Licensee, for any reason, ceases operations then this license shall be terminated.

(d) This Agreement shall be interpreted in accordance with the substantive laws of the State of New Jersey.

TAP SYSTEMS, INC. ("Licensee")

BY: Tina Lindsay

TITLE: President

DATE: 6/1/97

Accepted on behalf of Copyright Holder

BY: Tina Lindsay

DATE: 6/1/97

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SCHEDULE A

LICENSED PRODUCT LCID

LCID, consists of a set of both computer programs and data files as follows:

- \* unique first name file by ethnicity
- \* non-unique surname file by ethnicity
- \* a series of two to five character prefix rules by ethnicity
- \* a series of two to five character suffix rules by ethnicity
- \* a series of codes to identify the ethnic, religious, and minority status
- \* a geocentric reference table
- \* a series of computer programs that analyze individual names utilizing the system data

LCID computer programs and the system data are irrevocably entwined.

LCID accurately identifies the specific ethnic, religious and minority status of individuals having a multi-ethnic surname.